

**SUMTER COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA ITEM**

SUBJECT: County Attorney Report

DATE: (UPDATED 8/25/09)
8/25/09

**COUNTY ACTION
REQUESTED ON:** Information and Direction

HISTORY/FACTS/ISSUES:

The County Attorney will discuss with the Board the following items:

1. **Agenda Item (D) 1 – Assignment and Acceptance of the Settlement Agreement and Release SWFWMD Parcel Nos. 19-528-144X and 19-528-146S (updated Assignment and Acceptance of the Settlement Agreement and Release)** **For Information Only**

**ASSIGNMENT AND ACCEPTANCE OF
SETTLEMENT AGREEMENT AND RELEASE**

KNOW THAT assignment is made this ____ day of _____ 2009,
by the Southwest Florida Water Management District, a public corporation whose
address is 2379 Broad Street, Brooksville, Florida 34604, as Assignor, to Sumter
County, a political subdivision of the State of Florida, whose mailing address is
910 North Main Street, Bushnell, Florida 33513, as Assignee.

For value received, Assignor assigns and transfers to Assignee all its
rights, duties, and obligations in and to that certain Settlement Agreement and
Release (Agreement) dated September 30, 2008, on property known as SWF
Parcel No. 19-528-144X located in Sumter County, Florida, subject to all the
conditions and terms contained in the Agreement. This assignment shall be
effective from the date first above written, until the expiration or termination of the
Agreement. A copy of the Agreement is attached hereto and made a part hereof
by reference.

Assignor covenants that it is the lawful party to the Agreement assigned
hereunder and that it has performed all duties and obligations required under the
terms and conditions of the Agreement.

Assignee agrees to assume and perform all duties and obligations
required by the terms of the Agreement. Additionally, Assignee agrees to
indemnify and hold harmless Assignor in the event of any breach of the terms
and conditions of the Agreement, in accordance with Paragraph 8 of the
Agreement. Pursuant to Section 768.28, Florida Statutes, Assignee shall not be
required to indemnify, insure or assume any liability for the negligence of
Assignor or Fletcher Marine, Inc., the other party to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this
Assignment and Acceptance of Settlement Agreement and Release the day and
year first above written.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
David L. Moore, Executive Director

Date: _____

Witness: _____

(Print Name of Witness)